


 Public Service Commission of Wisconsin  
 RECEIVED: 05/13/08, 10:17:44 AM

 123 West 7th Street • Blue Earth, MN 56013  
 507-526-5156 • 1-877-864-5156 • Fax: 507-526-5963  
 www.bevcomm.com

May 13, 2008

Ms. Sandra J. Paske  
 Secretary to the Commission  
 Public Service Commission of Wisconsin  
 P.O. Box 7854  
 Madison, Wisconsin 53707-7854

RE: Request to Approve Traffic Exchange Arrangement Between Indianhead Telephone Company and Charter Fiberlink, LLC,  
 Pursuant to 47 U.S.C. Section 252

Indianhead Telephone Company hereby requests approval pursuant to 47 U.S.C. s. 252, of the attached voluntary traffic exchange arrangement between Indianhead Telephone Company and Charter Fiberlink, LLC.

The purpose of this voluntary agreement is to establish an interim arrangement for the exchange of Extended Community Calling ("ECC") calls between the parties' networks.

I have been authorized by Charter Fiberlink, LLC to submit this arrangement for Commission approval, pursuant to 47 U.S.C. s. 252.

I hereby certify that a copy of this filing has been served by mail on May 13, 2008 on:

Norman B. Gerry  
 Counsel for Charter Fiberlink, LLC  
 Friend, Hudak & Harris, LLP  
 Three Ravinia Drive  
 Atlanta, GA 30346-2177

If you have any questions in regards to this agreement, please contact either myself at 507-526-5535 or Norman B. Gerry at 770-399-9500

Respectfully Submitted,

James L. Beattie  
 Assistant General Counsel  
 On Behalf of Indianhead Telephone Company  
 507-526-5535  
[jbeattie@bevcomm.com](mailto:jbeattie@bevcomm.com)

Attachment

cc: Norman B. Gerry – Charter Fiberlink, LLC  
 Ken Barth - PSCW

## **TRAFFIC EXCHANGE ARRANGEMENT**

This Traffic Exchange Arrangement (“Arrangement”) is effective as of the “Effective Date”, as set forth in Section 7, by and between Charter Fiberlink, LLC (“Charter”) with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131, and Indianhead Telephone Company (“Carrier”) with offices at N3767 4<sup>th</sup> Street, Weyerhaeuser, Wisconsin 54985.

**WHEREAS**, Charter is a Competitive Local Exchange Carrier providing telecommunications services within the state of Wisconsin; and

**WHEREAS**, Carrier is an Incumbent Local Exchange Carrier in the State of Wisconsin; and

**WHEREAS**, Charter and Carrier wish to establish an interim arrangement for the exchange of Extended Community Calling (“ECC”) calls between their networks;

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charter and Carrier hereby agree as follows:

### **1. DEFINITIONS**

As used in this Arrangement, the following terms shall have the meanings specified below:

1.1 “ECC Traffic” means telecommunications traffic that is originated by an end user of a Party physically located in one exchange, and that is terminated to an end user of the other Party physically located in another exchange where the originating and the terminating exchanges have ECC between them. The terms “exchange” and “ECC exchange(s)” are as defined and specified in the Carrier’s or SBC Ameritech’s local service tariffs for the State of Wisconsin or as established by the Commission.

1.2 “Party” means either Charter or Carrier, and “Parties” means Charter and Carrier.

1.3 “Carrier’s Local Service Area” means the geographic area comprising one or more exchanges (as defined in Carrier’s local service tariff) within which Carrier provides retail telecommunications services as an Incumbent Local Exchange Carrier.

### **2. SCOPE AND TERM**

2.1 Each Party represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities, including but not limited to directly providing retail telecommunications to end user customers.

2.2 Charter submitted a written interconnection request to Carrier and the Parties intend to negotiate an interconnection agreement pursuant to 47 U.S.C. § 251(a) and (b). In the interim, the Parties mutually desire to enter into an arrangement whereby ECC Traffic can be exchanged. Neither the existence of this Arrangement nor either Party’s performance hereunder will toll, delay, alter, extend, reduce or otherwise modify any statutory time frames set forth in

47 U.S.C. Section 252 that apply to the negotiation, mediation, arbitration and approval of the interconnection agreement being negotiated by the Parties.

2.3 The Parties agree to the following terms and conditions that shall apply to the Parties' exchange of ECC Traffic on an interim basis until such time as a final interconnection agreement is negotiated between the Parties and approved by the Public Service Commission of Wisconsin (the "Commission"), at which time this Arrangement shall automatically terminate.

### **3. NUMBERS**

Upon execution of this Arrangement, (i) Carrier shall open Charter's NPA-NXX code(s) associated with rate centers within Carrier's ECC exchanges in Carrier's switch, and (ii) Charter shall open Carrier's NPA-NXX codes associated with rate centers within Carrier's Local Service Area in Charter's switch (or its equivalent). Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Telcordia Local Exchange Routing Guide guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch.

### **4. INTERCONNECTION ARRANGEMENTS AND COMPENSATION**

Calls between Carrier's end users and Charter's end users who are physically located in Carrier's ECC exchanges shall be routed as local calls. The Parties shall deliver ECC Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected, directly or indirectly. The Party whose end user originates the ECC Traffic shall bear (i) all costs of delivering the ECC Traffic to the transiting carrier(s) and (ii) all charges payable to the transiting carrier(s) for transit service with respect to ECC Traffic. The Parties believe that ECC Traffic originating on each Party's network that will be delivered for termination on the other Party's network is expected to be roughly balanced. Therefore, the Parties agree to a bill and keep compensation plan under which neither Party shall be required to compensate the other for the transport and termination of ECC Traffic.

### **5. TOLL TRAFFIC**

Charter and Carrier acknowledge that intrastate, interstate and international toll traffic originated by or terminated to Charter end users or Carrier end users, as the case may be, will continue to be routed in accordance with Bellcore Traffic Administration instructions and is not part of this Arrangement.

### **6. RESERVATION OF RIGHTS**

Notwithstanding anything to the contrary in this Arrangement, neither Party waives, and each Party hereby expressly reserves, its rights (a) to assert positions contrary to, inconsistent with, or different than those set forth in this Arrangement in connection with the negotiation of the formal interconnection agreement described in Section 2 of this Arrangement or any other agreement between the Parties, or otherwise; and (b) to seek changes in this Arrangement through the negotiation and/or arbitration of an agreement for the exchange of traffic between the Parties upon terms and conditions different from this Arrangement. Nothing in this Arrangement shall be deemed to limit or prejudice any position a Party has taken or may take before the

Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. Furthermore, nothing herein shall be construed as or is intended to be a concession or admission by either Party that any rate, term, provision or condition in this Arrangement is required by applicable law or binds or otherwise obligates a Party to include or accept the same or similar rates, terms, provisions or conditions in any formal interconnection or other agreement entered into by the Parties after the date hereof or any other agreement entered into by either Party with any other person, and each Party expressly reserves its full right to hereafter assert and pursue different, contrary, inconsistent and additional rates, terms, provisions and conditions. The provisions of this Section shall survive the expiration, cancellation or termination of this Arrangement.

**7. EFFECTIVE DATE; APPROVAL**

This Arrangement shall be effective as of the date it is executed by the second Party hereto. Either Party may submit this Arrangement to the Commission for approval pursuant to 47 U.S.C. § 252. In the event that the Commission rejects this Arrangement, the Parties agree to petition the Commission to establish the terms and conditions applicable to their exchange of traffic.


Charter Fiberlink, LLC  
("Charter")

By: 

Its: BVR/GM Telephone

Date: 3-6-08

Indianhead Telephone Company  
("Carrier")

By: 

Its: General Manager

Date: 2-28-08